# MEMORANDUM OF AGREEMENT

# This Memorandum of Agreement made and entered into this \_\_\_\_\_ day of August 2019 at Dasmariñas City, Philippines, by and between:

The **NAME OF SCHOOL** under the **DEPARTMENT OF EDUCATION – CITY SCHOOLS DIVISION OF DASMARIÑAS**, a public school of the Republic of the Philippines, with principal office address at Complete Address of School represented by its **School Principal, Name of Principal**,herein referred to as **“THE FIRST PARTY”**;

-and-

**NAME OF PARTNER,** a description of nature of partner (e.g. a non-government organization) with office address at address of partner, represented by its **Designation of Representative, Name of Representative,** hereinafter referred to as **‘THE SECOND PARTY”**

WITNESSETH THAT:

**WHEREAS,** the Department of Education is the primary government instrumentality mandated to formulate, implement, and coordinate policies, plans, programs and projects in the areas of formal and non-formal basic education; supervise all primary and secondary education institutions, including alternative learning system, both public and private; and provide for the establishment and maintenance of a complete, adequate and integrated system of basic education relevant to the goals of national development;

**WHEREAS,** Republic Act 8525, otherwise known as “An Act Establishing the Adopt-A-School Program and Providing Incentives Therefore and for Other Purposes”, was enacted to encourage private companies and other stakeholders to assist in the delivery of better quality education to public schools in the country, particularly in the poverty-stricken provinces;

**WHEREAS,** Revenue Regulations No. 10 s. 2003, Implementing the Tax Incentives Provision of RA 8525 otherwise known as the Adopt-a-School Act of 1998 has been issued by the Department of Finance thru the Bureau of Internal Revenue;

**WHEREAS,** the Department of Education has the responsibility of securing resources to make the public schools competitive and is now calling on the private sector and other education stakeholders to serve as partners in the nation’s development and in the improvement of the public education system;

**WHEREAS,** the Department of Education believes that one way of achieving an enhanced learning environment is through ensuring the mental health of students, teachers, and other school personnel. As stated in Section 24, Chapter V, of Republic Act No. 11036 known as the Mental Health Law, educational institutions, such as schools, colleges, universities, and technical schools, shall develop policies and programs for students, educators, and other employees designed to: raise awareness on mental health issues, identified and provide support and services for individuals at risk, and facility access, including referral mechanisms of individual with metal health conditions to treatment and psychosocial support.

**NOW THEREFORE,** for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties hereby agree as follows:

**Section 1 Partnership**

**THE FIRST PARTY** and **THE SECOND PARTY** commit to purpose of partnership here (e.g. a partnership in ensuring the responsiveness of secondary schools towards mental health concerns by establishing Mental Health Programs in each secondary school.)

**Section 2 Rights and Obligations of the Concerned Parties**

* 1. **THE FIRST PARTY shall:**
     1. Provide the training venue for the workshop on developing mental health programs for secondary schools;
     2. Coordinate with the school heads, guidance counselors/teachers, and clinic teachers of secondary schools in relation to their attendance to the workshop;
     3. Acknowledge **THE SECOND PARTY** as a partner in the annual celebration of OK sa DepEd and ensure its logo inclusion in banners, posters, and other promotions both online and on-ground;
     4. Give **THE SECOND PARTY** an exclusive promotion segment and/or space for booth set up and promotion during the annual OK sa DepEd Division Kick-Off Program and other activities and events of the Health and Nutrition Unit;
     5. Acknowledge **THE SECOND PARTY** in any news release or article published in the Division website and social media and any material submitted to DepEd Central or Regional Office as requested;
     6. Submit to **THE SECOND PARTY** a monitoring report on the implementation of the supported program or activity at the end of each school year; and
     7. Assist **THE SECOND PARTY** in applying for tax incentives granted to Adopt-a-School Program partners under RA 8525 and BIR 10-2003.
  2. **THE SECOND PARTY shall:**
     1. Implement a workshop that shall assist the secondary schools in developing a mental health program that shall raise awareness on mental health issues, identified and provide support and services for individuals at risk, and facility access, including referral mechanisms of individual with metal health conditions to treatment and psychosocial support;
     2. Assign volunteer to each school that shall periodically oversee the implementation of developed mental health program and shall serve as consultant;
     3. Coordinate with the Health and Nutrition Unit regarding the monitoring of the partnership.

**Section 3 Project Effectivity**

This Memorandum of Agreement shall take effect upon its signing and shall remain in full force and effect for two years from SY 2020-2021 to SY 2021-2022, subject to extension upon the agreement of both parties.

**Section 4 Capacity and Authorization**

The parties herein warrant that they have the capacity, power and requisite authorization to enter into this Agreement.

**Section 5 Separability Clause**

Should any part of this Agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

**Section 6 Breach of Contract**

The violation or omission of any of the provisions of this Agreement shall be ground for the cancellation or rescission of the same without need for legal or court action.

**Section 7 Amendments**

This Agreement may be revised, amended or modified only through a written instrument duly executed and signed by all parties.

In the pursuance of this memorandum, both parties are obliged to comply with the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 and relevant provisions of Republic Act No. 8293 or the Intellectual Property Code of the Philippines.

This agreement is bound by the complete understanding of **BOTH** **PARTIES** and may not be amended, supplemented or discharged except by an instrument in writing signed by **BOTH** **PARTIES**.

The authorized representatives of **BOTH** **PARTIES** guarantee that they have read, understood, and consented to this Memorandum of Agreement.

Signed:

# NAME OF PRINCIPAL NAME OF REPRESENTATIVE

**Name of School Name of Partner**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) SS.

x----------------------------------------------------x

BEFORE ME, a Notary Public for and in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared the following persons exhibiting to me their competent evidence of identity:

Name Government Issued ID Date/Place Issued

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of (\_\_\_) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Notary Public**

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